

HOW THE MONEY GOES.

LETTER FROM THE CITIZENS' ASSOCIATION
TO RICHARD O'GORMAN,
RELATIVE TO HIS OFFICE.

CITIZENS' ASSOCIATION OF NEW-YORK, }
No. 813 BROADWAY, Nov. 12, 1867. }

*Richard O'Gorman, Esq., Counsel to the Corporation of the
City of New-York.*

SIR,—The Citizens' Association of the City of New-York begs leave to direct your attention to the following letter addressed by you to its Committee on Nominations, and also to certain matters connected with your department and the administration of your office :

“NEW-YORK, Nov. 6, 1865.

“GENTLEMEN,—I have received your letter informing me that the Citizens' Association of New-York have nominated me as their candidate for the office of Corporation Counsel at the coming Charter Election.

“I am very sensible of the honor thus conferred upon me, for I am well assured that your choice would not have fallen upon me if you were not satisfied that my election to this responsible office would subserve the best interests of our noble city, and that I would be as earnest as yourselves to defend its rights, assert its honor and protect its finances from adverse influences, from whatever quarter, or in whatever shape they may assail it.

“The office of Corporation Counsel is a purely civic office, having no

necessary concern with political parties, or with the great political issues which agitate society. It is an office of honor, indeed, but, at the same time, of labor, care and responsibility. The lawyer who has the City of New-York for his client, and endeavors, honestly and efficiently, to discharge his duties to that client, will have his hands full and no easy task.

"With these views of the importance of the office before you, you have tendered me your nomination and pledged me your cordial support; and, with these views before me, I gratefully and proudly accept your nomination and your promise; *and, in return, I pledge myself to you, if elected to this office, to devote all the strength and energies I possess, and to use all the powers the office may afford, to aid you in your desire to insure for the city and its citizens, of whatever party, a future of progress and improvement.*

I am, very truly and respectfully yours,

RICHARD O'GORMAN."

You entered upon the duties of your office on January 1, 1866—about one year and ten months ago. You are the legal adviser, the "lawyer" of the Corporation of New-York and the Board of Supervisors, and your duties may be simply summed up thus:

1. To defend the Corporation and the County against illegal claims.
2. To commence suits on behalf of the City when directed by the Common Council.
3. To give opinions on the law when directed by the Common Council or the Board of Supervisors.

As above stated, you have been in office for about twenty-two months, and, in that time, the city and county has been compelled to pay for the legal services above described the sum of \$152,974.32.

In order that you may understand why your attention is called to the amount which the city has paid you, we simply state that, in looking for the results of such a vast outlay for lawyers' fees, we find that, during the twenty-two months you have been in office, judgments have been recovered against the city to the amount of \$474,589.78.

"The Citizens' Association desires to present the following

facts to you in relation to these judgments, in order that you may explain them, if possible:

It appears from the records of the several Courts that the sum of \$194,004.20 was recovered during your term of office by judgment against the city for advertising the proceedings and notices of the Common Council in certain local papers. This vast amount was recovered in open defiance of the law.

By the Act of May 4, 1866, the sum of \$30,000 was appropriated for such advertising in 1866, and it was expressly enacted that no greater sum should be expended for that purpose, and that the city should not be liable, on any contract, for any greater sum, and that no judgment should be entered against the City of New-York for any sum for such purpose after said \$30,000 had been expended.

By the Act of April 23, 1867, the sum of \$50,000 was appropriated for such advertising; and it was declared that no greater sum should be expended for such purpose, and that the city should not be liable, on any contract, for any greater sum, and that no judgment should be entered against the city for any sum for such purpose after said \$50,000 had been expended.

The sums so appropriated in 1866 and 1867 have been duly expended by the Comptroller in paying for advertising during the two years; and the amount, \$194,004.20, recovered by judgment as above stated, was in excess of such appropriation, and, therefore, illegal.

It is singular that you, the lawyer of the city, bound by your oath of office to enforce those provisions of the laws of 1866 and 1867, which had been passed to protect the city, permitted them to be openly violated and defied, and allowed such judgments to be unlawfully entered.

Most of those judgments are entered in the Superior Court and Court of Common Pleas. In the Supreme Court some of such illegal claims were brought in the Spring and

Summer of 1866, and you defended the city successfully against them. The claimants appealed to the General Term, and the General Term unanimously rejected all such claims, declared the Acts above mentioned constitutional, and saved the city from attempted plunder.

So far it was well. But the baffled claimants, thus shut out from the Supreme Court, brought their illegal claims in the Superior Court and the Court of Common Pleas. Here it is surmised that you again appeared to defend the city; but how you did so will be inquired into further on. Those Courts gave judgments against the city, and allowed those claims in the face of the Acts of 1866 and 1867, passed for the protection of the Corporation; but you took no appeal from these judgments to the Court of Appeals, although, from the decisions of the Supreme Court, it was probable that you could have had the decisions of the Superior Court and the Common Pleas Judges reversed.

The Association leaves it as matter for inquiry why you have neglected the interests of the city. It also deems it interesting to examine the manner in which you defended those illegal claims in the last-named Courts. It appears from the records that the claimants in such suits (where sometimes as much as \$34,000 was involved in a single case) gave no detailed statements of the items, prices, or *dates* of the work for which they demanded judgment. It also appears that instead of compelling such statements to be produced and filed, or moving the Court to have the complaints of such claimants made more definite, you merely interposed an answer setting forth that there was no appropriation to pay the claims. Owing to this want of particulars, either in your papers or the claimants', the Court had no information as to whether the work alleged to be done was done prior to or after the passage of the protective laws we have cited, and therefore could not know that those laws applied to such claims, for it cannot be pre-

sumed that those Courts would have permitted judgments to be recovered against the city for those portions of the claims that accrued subsequent to the passage of the protective laws.

It also appears that in several of such suits the answer interposed by you was not even verified, and the claimants, by reason of your neglect, had the right to, and did by summary motion, according to the practice of the Courts, demand and obtain judgment in their favor.

And the records of the Courts now show the singular spectacle of judgments for such vast sums as \$34,000, &c., obtained against the city upon a record consisting of a couple of half sheets of paper, wherein not a particular date, nor item, nor specific charge of any kind appears.

The Association also asks for an explanation of the extraordinary neglect of a plain precaution, by which it happens that there is nothing now *in the records of the Courts* to prevent the same claimant from bringing suits for the same claims and obtaining a second judgment.

The following are the judgments so obtained for advertising the proceedings of the Common Council:

Four judgments of the <i>New-York Transcript</i>	\$102,191	89
Four judgments of the <i>New-York Daily News</i>	79,038	15
One judgment of the <i>New-York Sun</i>	6,880	10
One judgment of the <i>Metropolitan Record</i>	1,815	29
One judgment of the <i>Journal of Commerce</i>	2,771	16
Two judgments of the <i>Sunday Atlas</i>	993	75
One judgment of the <i>Sunday Times</i>	313	86
Total.....	\$194,004	20

And this amount of judgments is obtained in defiance of the laws of 1866 and 1867.

There are also judgments obtained for alleged stationery, blank books and printing work furnished to the Corporation, which are equally unlawful. An appropriation for these

expenses was made in the same Acts of the Legislature of 1866 and 1867, and a like prohibition was enacted against any judgments being entered for any claim therefor after such appropriation was expended. Yet in the last twenty months the following judgments for stationery, &c., over and above the ample appropriations made by law, were obtained in the same manner as those for advertising, viz. :

Judgment of E. Jones, of Dec. 17, 1866.....	\$9,298 02
Judgment of E. Jones, of March 14, 1867.....	21,522 24
Judgment of E. Jones, of April 10, 1867.....	62,240 13
Total.....	<hr/> \$93,060 39

The Association also asks your attention to the fact that even if the laws of 1866 and 1867 were disregarded by the Superior Court and Court of Common Pleas, there was and is another law with which you are bound to be familiar, that constitutes a bar to these claims. The Charter of the City requires all work done for, or supplies furnished to the city, amounting to more than \$250, to be done by contract; and by the Corporation ordinances, "printing" only is excepted from the operation of the provision.

There were no contracts made for this \$194,004.20 worth of advertising, nor for the stationery.

The parties commenced suit and obtained judgment, while you failed to lay before the Court as a defence the fact that the Charter of the City barred the recovery of all such claims.

The Association also desires an explanation of the following:

In the spring of this year, just after adjournment of the Legislature, you addressed a communication to the Comptroller, in which you recommended him to pay all these judgments. You argued at length that, notwithstanding the Legislature expressly enacted in the Act of April 23,

1867, that no such judgments should be paid, yet nevertheless the Comptroller ought to disregard the law and pay out the city money to satisfy the claimants.

Although you had defended the city against those claims on the ground that they were unlawful, although the Supreme Court of the State had decided in accordance with that view, yet you urged the Comptroller to pay them.

The Association is unable to reconcile your earnest endeavor to have these claims paid, when they had a right to expect that you would have taken an appeal from the judgments entered, instead of urging their payment by the city.

The Association finds that during these twenty-two months you have drawn from the city, for the expenses of your Department, the sum of \$152,974.32.

The items which make up that sum are briefly as follows :

Your salary as Counsel to the Corporation.....	\$18,333 33
Your salary as Legal Adviser to the Board of Supervisors..	3,666 66
Your salary as member of the Board of Revision.....	1,833 33
Your allowance for clerk hire.....	22,000 00
Your extra counsel fee in the suit to enforce taxation of bank stockholders.....	10,000 00
Your bills for stationery, blank books, tape, sealing wax, ink, pens, paper, envelopes, scissors, sponges, cups, diaries, files, ink-stands, pencils, &c.....	1,501 25
Your bills for coal, wood, labor, clock, soap, looking-glasses, screens, portorage, shades, mats, Brussels carpet, matting, oil-cloth, book cases, desks, signs, spittoons, &c., (drawn on the appropriations for cleaning and supplies).....	1,504 54
Your bills for alterations and repairs to the office you oc- cupy, lumber, plastering, painting, heaters, and for wood, coal, labor, gas fixtures, gas pipes, tables, desks, chairs, bookcases, racks, wardrobes, screens and carpeting, (drawn from appropriation for construction of public buildings)..	2,642 79
Your bills for printing (drawn from appropriations for "printing").....	85 00
Your bills for the pay of extra lawyers employed by you to defend the city.....	44,611 50

Your bills for "contingent expenses of office," for which you give no items.....	\$8,330 35
Your bills for costs paid, referees' fees, copies legislative bills, searches, printing points, law books, reporting sur- veys, serving subpoenas, witness' fees, sheriff's fees, Clerk's fees, Register's fees, blanks and subscription to the Albany <i>Argus</i>	13,334 31
Your bills for rent of your offices.....	5,131 26
Amounts certified by you as counsel fees for extra lawyers, in the case of taxation of bank stockholders.....	20,000 00
Total.....	<u>\$152,974 32</u>

The Association desires to call your attention to the item in the above account of \$8,330.35 for "contingent expenses of your office," for which you furnish no items whatever. It appears from the other charges made by you that every necessary expense would be met by the other sums, and yet in twenty-two months you spend \$8,330.35 for expenses without a name. The following items are duly particularized and charged by you, exclusive of the \$8,330.35, and seem to cover every imaginable "contingent expense."

Wrapping paper.....	\$87 00	3 clothes racks.....	\$11 75
Ink and inkstands.....	83 00	Gas fixtures.....	70 20
Rubber rings and bands....	69 00	1 book rack.....	53 50
Writing paper, note paper, cap paper, &c.....	657 00	Looking-glasses.....	25 00
Blank books, account books, &c.....	200 00	Signs.....	101 50
Envelopes.....	109 00	Cases, with holes.....	26 00
Pens and penholders.....	108 50	Spittoons.....	8 25
Blotting paper.....	45 00	Umbrella stands.....	7 00
Red tape and silk.....	40 00	New heating register....	13 15
Pencils and holders.....	38 00	Screen.....	10 75
Shears.....	21 00	Taking down awnings....	6 00
Sponges and cups.....	21 00	Taking down stoves.....	9 79
Law diaries.....	15 00	42 tons of coal.....	844 40
Newspaper and other files.	9 00	35 loads of wood.....	277 50
Pins.....	9 00	99 yards of Brussels car- pets.....	313 21
		63 yards of matting.....	146 87

Paper weights.....	\$9 00	Carpenters', masons', paint-	
Mucilage.....	9 00	ers' and plasterers' work	
Cash boxes.....	11 00	in February, 1866.....	\$56 63
Envelope boxes.....	7 00	Carpenters', masons', paint-	
Sealing wax.....	8 00	ers' and plasterers' work	
Twine.....	6 00	in March, 1866.....	119 93
Paper cutters.....	4 00	Carpenters', masons', paint-	
Blank cards.....	3 50	ers' and plasterers' work	
Eyelets.....	2 50	in June, 1866.....	294 90
Bell.....	2 00	Carpenters', masons', paint-	
Erasers.....	3 75	ers' and plasterers' work	
Clips.....	6 00	in November, 1866.....	518 38
Seals.....	1 50	Carpenters', masons', paint-	
Arm-rests.....	1 00	ers' and plasterers' work	
28 chairs.....	250 00	in August, 1867.....	203 10
3 desks.....	419 75	Soap dish, screen, clock	
3 tables.....	150 75	and cartage and labor on	
1 lounge.....	65 00	the same.....	47 50
2 bookcases.....	330 00	Screen, coal hod, fire set	
1 wardrobe.....	57 50	and cartage on the same.	15 75

It is supposed that it would be difficult to name any article necessary for the use of your office which does not appear in the ample list above, and it is surprising that in twenty-two months the sum of \$8,330.35 should be absorbed by you for other "contingent expenses of office."

It also appears that you had charged in other accounts for the fees you had paid to the Courts and Clerks' office for reporting, referees, witnesses, subpoenas, law books, blanks, certificates, &c.

The Association now proposes to direct your attention to a most serious matter.

By the Charter of the City of New-York and other Acts of the Legislature, you are constituted the legal adviser and counsel in all suits by and against the City and County. You are paid a salary of \$13,000 per annum: you are also allowed \$12,000 per annum, with which to pay competent clerks and assistants; and yet since you have been in office

you have employed about fifteen extra lawyers, whose charges are high, and paid them fees to the aggregate of \$44,611.50, of which amount one of these lawyers alone received \$21,727.50, and another of them \$9,775.

Notwithstanding this immense outlay for extra lawyers, judgments to the amount of \$471,589.78 were entered against the City, of which over \$200,000 are *in direct violation to the law*.

But, in justice to the legal gentlemen employed by you, it ought to be stated that in those advertising and printing claims which you advised the Comptroller to pay, you did not employ any of them to defend the city. If you had done so, it is probable they would have produced a different result. If the fact that you did not retain eminent counsel to defend the city against the illegal advertising and stationery claims be taken in connection with the fact that you afterwards urged the Comptroller to pay all those claims, but one inference can be drawn—that you did not wish those claims to be defeated. The Association now presents a few of the instances in which you *did* employ extra counsel, and pay them from the City Treasury.

Last summer this Association applied to Charles G. Cornell, then Street Commissioner, for permission to examine some contracts on file in his Department; he refused, and a *mandamus* was sued out to compel him; the Supreme Court, after hearing what he had to say, commanded him to allow the examination. Now, although this refusal of Mr. Cornell was a personal matter which had nothing to do with the rights of the city, yet you stepped forth without authority and retained counsel for Mr. Cornell, and paid such counsel a fee of \$150 out of the City funds for trying to prevent the examination of the papers in his office by the citizens of New York.

In the year 1866, a certain Mr. O'Brien, who was duly elected to the office of Councilman, was refused a

seat in the Chamber by the other Councilmen. He appeared at the Supreme Court and obtained a *mandamus*, requiring them to admit him. They disobeyed this order, and the Court fined them all for contempt. Now, although this criminal disobedience of the Councilmen was a personal matter, and not an official duty, you engaged counsel at the expense of the city to appear for the Councilmen, and try to relieve them from the penalty they had incurred in disregarding the mandate of the Court.

In 1866, Mr. Pullman, a member of the Common Council, in a laudable endeavor to save the city the expense of a contract for lighting the city with gas, which the Common Council were about to make for twenty years, at a vast outlay, brought an action to restrain the consummation of the wrong. Instead of assisting him in his honest effort, you engaged two special counsel at extravagant fees, and paid them out of the City Treasury, to try and dissolve the injunction, and allow the contract to be made.

In 1866 a suit was commenced by a member of the Common Council to prevent the execution by the Comptroller of a certain lease of premises at Nos 115 and 117 Nassau street, from Fernando Wood, for ten years, at an annual rent of \$18,000, the same premises being worth only \$6,000 per year, as certified to by prominent real-estate agents in this city. Instead of assisting in this suit, which would have saved the city a vast expense, you interposed a demurrer to the complaint, and retained eminent counsel to press it, with the design of checking the action at the outset, and preventing, if possible, any similar suit by any honest member of the Common Council who desired to stop the scheme of his colleagues.

In March, 1866, an application was made by a citizen of this county to the Board of Supervisors to allow him to inspect the papers, records and accounts pertaining to the construction of the new Court-House. He could not see

them, however, because they were not deposited in the office of the Clerk of the Board as they are required to be by the statutes of this State, but were kept in the private possession of the Court-House Committee. He therefore applied to the Supreme Court for a *mandamus* to compel the Supervisors to place such books, papers and accounts in their Clerk's office, to be there open to public inspection as the law of the State directs. Although this was a just and legal request, you retained eminent counsel at an expense of \$250, (which was paid out of the *City Treasury*), to appear in the Court on behalf of the *Supervisors* in answer to this *mandamus*. As, however, all that the eminent counsel did for his \$250 was to tell the Court that the Supervisors would obey the *mandamus* and put the papers in their Clerk's office, it is supposed that in this case there was no intention to oppose the execution of the law, but that your custom required you to retain and pay an extra lawyer on every pretext.

The Association also directs your attention to the following remarkable fact: That, in the last twenty months, you employed William C. Trull (a partner in the law firm of Develin, Miller & Trull), as counsel in behalf of the city in various suits, and paid him the sum of \$9,775, as fees, out of the *City Treasury*. Also, that at the same time you employed Mr. Miller (another partner in the law firm of Develin, Miller & Trull), as counsel on behalf of the city, and paid him \$1,000 fees out of the *City Treasury*. *It appears by examination of the Court records that at this very time Mr. Trull and Mr. Miller, and their firm of Develin, Miller & Trull, were busily engaged in suing the city, and recovering judgments against it for the advertising claims of the New-York Transcript, and other claims of other persons, and that they did thus recover judgments against the city to the amount of \$102,484.88.*

The question arises whether the facility with which

Messrs. Develin, Miller & Trull recovered judgments for \$102,484.88 against the city impressed you with such high sense of their ability that you employed two of the firm to defend the city against other claims brought by persons who did not happen to be their clients.

It happens that Mr. Develin, of this same firm, was your immediate predecessor in office, and Mr. Trull was his assistant, and that when he was Corporation Counsel the *New-York Transcript* obtained enormous judgments against the city. Also, that immediately after their retirement from the post you now hold they took offices in the same building with your official rooms, and on the same floor, and commenced to sue the city on the claims of the same persons whom they should have defended it against when they were in power; and it is these judgments which they obtained against the city that you urged the Comptroller to pay.

The following is a statement of such judgments against the city:

Judgment of the <i>New-York Transcript</i> (obtained by Develin, Miller & Trull), June 12, 1866.....	\$32,508 40
Judgment of A. J. McCool (obtained by Develin, Miller & Trull), October 27, 1866.....	11,094 22
Judgment of the <i>New-York Transcript</i> (obtained by Develin, Miller & Trull), January 3, 1867.....	34,710 69
Judgment of E. B. Simmons (obtained by Develin, Miller & Trull), January 11, 1867.....	1,552 47
Judgment of the <i>New-York Transcript</i> (obtained by C. E. Miller), April 19, 1867.....	21,749 50

The following is the statement of the fees paid by you to those two lawyers in suits wherein you employed them on behalf of the city:

Wm. C. Trull, counsel fees in twenty-eight suits.....	\$9,775
C. E. Miller in one suit.....	1,000

But it appears that not content with employing extra counsel on so many occasions, and paying them from the

City Treasury, *you finally employed yourself as your own extra assistant, and drew the sum of \$10,000 in that capacity.* It appears in the county records that, in the present year the case of the taxation of stockholders of city banks was determined in the Supreme Court at Washington, and that you certified to a bill of \$30,000 for counsel fees, \$10,000 of which you certified to as your own individual fee in the case. And this \$10,000 was paid to you. Now, the Citizens' Association presents to you the following facts. By the Charter of the City of New-York, and the subsequent Acts of the Legislature, your compensation is provided for as follows:

Salary as Counsel to Corporation.....	\$3,500
Salary in lieu of fees in street opening.....	6,500
Allowance for Clerks and Assistants.....	12,000
Salary as member of Board of Revision.....	1,000
Salary as legal adviser of the Board of Supervisors.....	2,000
Total.....	<u>\$25,000</u>

Of this sum \$13,000 goes into your own purse every year, and as much more as you can save in clerk hire. The duties which you are required to perform for this pay are as follows:

"To have charge of and conduct all the law business of the Corporation and of the departments thereof, and all other law business in which the city shall be interested when so ordered by the Corporation, and have charge of and conduct the legal proceedings necessary in opening, widening or altering streets, and draw the leases, deeds and other papers connected with the Finance Department."—(Charter of 1857, Sec. 16.)

"The Counsel to the Corporation of the City of New-York shall be the legal adviser of the Board of Supervisors, and shall receive such compensation for his services as shall be fixed by said Board. Not exceeding the sum of \$2,000 per annum."—(Laws of 1857, Chap. 590.)

It would seem that the foregoing enumeration of duties which are paid for so well, embraced all possible legal services you might be called on to render. You, however,

thought differently. In the litigation as to the right to tax the shares of stockholders of the banks by the county, which was finally decided in favor of the latter by the Supreme Court at Washington, you assisted in conducting the proceedings on behalf of the county, as it was your duty to do, and in addition to certifying to a bill of \$20,000 of two able counsel, *to the astonishment of the tax-payers you certified to a bill made out by yourself for yourself for \$10,000 for legal services in this litigation!* The Association submits that this was a wrong, perpetrated upon the community.

The city and county give you \$13,000 a year for yourself, \$12,000 a year for your clerks, \$5,000 a year for your office rent, and \$30,000 a year for every conceivable expense besides, and yet you, for a matter which belongs plainly to the scope of your duties, charge and take \$10,000 more. The sum of \$142,974.32 was given to you to carry on the law business of the City and County of New-York for twenty months, and yet you demanded and received \$10,000 additional.

The Association is aware of the only excuse you have to offer for this remarkable act. You have stated that in the course of the stockholders' litigation you had to leave the State of New-York and go to Washington; that this was an extra service, and that one of your predecessors in office made a similar charge for such an extra service.

To this the Association states that the laws which provide for your duties and your pay make no discrimination as to the *place* in which you are to perform those duties; you are given the charge of *all* the law business, and this excludes the idea of restrictions about that kind of law business that can be performed in, and that which must take you out, of the State. If the Corporation Counsel were to conduct the legal affairs of the county only in this State, then we must conclude that the intention was to allow all that part of them which might be taken on appeal to the

Supreme Court at Washington to be abandoned on the part of the county when such an appeal was perfected. An inference of that sort is absurd; the Corporation Counsel has to go (without extra pay) to the remotest limits of the State, at a sacrifice of time, ease and comfort greater than that he has to make in going to Washington, and yet, if the unjust rule you claim were to be allowed, a visit by him across the ferry to Jersey City would be the subject of a heavy extra charge.

As to the other part of your excuse that one of your predecessors in office made a similar charge in a similar case, the Association begs to remind you that you were nominated for the office *you now hold by this Association with the solemn assurance on your part that you would administer its functions in a manner totally unlike that of your predecessors, and that you would begin this marked difference by economy of expenditure.* But the Association sees, with pain, that you have closely imitated, even that one of your predecessors whom it was forced to impeach before the Governor of the State of New-York in the month of September, 1865.

The following are the chief points of that imitation which require explanation :

1. Neglect, in refraining to take appeals to the higher Courts from doubtful judgments rendered against the city.
2. Permitting a vast number of judgments to be recorded.
3. Extravagance in rent and office appointments.
4. Patronage of friends by retaining them as counsel on behalf of the city, on every possible occasion, and paying them enormous fees.
5. Resistance to proceedings taken to bring local officials to a proper sense of their duty.
6. Furthering schemes of the Local Government which were calculated to damage the city and citizens, and enrich only the projectors and their friends.
7. Overcharging for the services you performed, in violation of the law.

8. Advising against obedience to law, a public official of the Corporation.

9. Attending upon the Legislature at Albany to enlarge the appropriations for your office and yourself, and thus increase the taxes.

The Association now desires to instance the sixth of the imitations enumerated above.

To do this it is only necessary to mention those two vast schemes still fresh in the recollection of an indignant community, called "*The Widening of Ann Street*," and "*The Church Street Extension*;" both of these measures, which awakened the most intense excitement ever known in our municipal history, and which the Common Council hastened to revoke of its own motion after the unqualified public condemnation they elicited, you endeavored all in your power to carry on and consummate, regardless of the protests of the Press and the public. While your fellow-citizens were holding indignation meetings to concert measures for checking these schemes, fraught with so much disaster, you steadily and ingeniously labored to consummate them by every art and power your official position afforded you.

You boldly avowed your determination to push the first of them on, and when the Common Council, alarmed by the public outcry, contemplated its repeal, you went to Albany and sought, by introducing a special law into the statute book, to make the consummation of the scheme more certain.

All this requires explanation.

In the matter of the "*Extension of Church Street*," you fought, step by step, with voluntary zeal, the citizens who labored to break up that unjust measure, which imposed \$3,000,000 of assessments upon six square miles of property, and which was unequalled in audacity and hardship by any scheme from which the people of the City of New-York have suffered; and your last act in relation to it, was to

propose and defend a bill for the enormous sum of \$80,000 for the clerical labor of making the report and surveys of the Commissioners of Estimate. Of this bill the Association speaks last. In it appears a charge of \$28,000 for writing out and copying the said report. That report consisted of several thousand duplicate *printed forms, in which one or two lines of writing were filled in.* The whole of the printing of these blanks could be done for less than \$1,000, and the written filling would be amply paid for by another \$1,000. For this, however, over \$28,000 was charged. You defended, and supported, and pressed this exorbitant charge, which the tax-payers were to bear. Your predecessors in office attempted no such wrongs; you have imitated them only to surpass them; and your record to-day shows that in the twenty months you have been in office, you have steadily increased the burden of the tax-payers of the city, and have proportionately cost them more than any official that ever held your office.

It is with more than ordinary pain and regret that the Citizens' Association has been compelled, in the strict performance of its duties and pledges to this heavily taxed community, to present the above summary of your official acts, and ask for such explanation as you are able to offer.

Yours respectfully,

PETER COOPER,

President Citizens' Association of New-York.

RICHARD M. HENRY,

Secretary.

(Editorial from the Tribune, Nov. 19, 1867.)

ADVICE TO OUR LEGAL ADVISER.

It appears from the letter of the Citizens' Association to Richard O'Gorman, Esq., Corporation Counsel, that this officer, though nominated for his present office by the Citizens' Association on a Reform ticket, has proven to be anything else but a reformer. We are glad that when their own candidates thus turn out to be failures, the Citizens' Association is as relentless in exposing their delinquencies as if they were elected by Tammany or Mozart.

They charge that Mr. O'Gorman is spending too much money; that what he does expend is distributed among his friends, more manifestly for their interests than for that of the city, and that in some instances the suits under his charge show lamentable failure in the law department to protect the city's interests, and a suspicious acquiescence in the rendition of judgments against the city, and in their payment by the Comptroller.

Mr. O'Gorman appears to have drawn for his department, during twenty months, the heavy sum of \$152,974.32. Of this he has pocketed \$33,833.32 for the "eloquent and persuasive" Richard O'Gorman himself. He has expended \$24,199.15 on office furniture, &c.; he has distributed \$86,611.50 among his professional brethren for extra counsel fees and clerk hire, and has used up \$3,330.35 for "other purposes." Among the extra counsel employed by Mr. O'Gorman, Recorder Hackett seems to have earned, at odd hours while off the bench, \$21,727.50, or about two-thirds as much as Mr. O'Gorman earned by the employment of his whole time, and four or five times as much as the city

deemed to be an adequate compensation for his duties as Recorder. It seems remarkable that a Corporation Counsel who draws more than a hundred dollars a day for all working days, "rain or shine," for attending to the lawsuits of the city, should need professional aid to the value of two hundred dollars a day, and clerk hire to the value of about seventy-five dollars more a day. Cannot the city get beaten in its lawsuits at a cheaper rate than five hundred dollars a day? And is it not marvelous that Recorder Hackett, after his arduous labors of the day are over, and he steps down, wearied and exhausted, from the bench, can "assist" the Corporation Counsel to the tune of about seventy dollars daily. Is not the Recorder in danger of taxing his constitution too severely by these unseasonable labors in behalf of the city "'neath the midnight lamp." Such a compensation would indicate heavy draughts either upon the "midnight oil" or the "oil of palms."

Moreover, the eloquent and learned O'Gorman, after drawing on the Treasury for every Yankee notion and Irish nicknack needed in his office, from Walnut desks to papers of pins, (*Query*—What becomes of all the pins?) and from Referees' fees down to subpoena money, finds yet the "contingent expenses of office," for nameless and unexplained necessities, amounting to \$8,330. No items of these expenses, amounting to about thirty dollars per diem, are given. Thirty dollars a day would buy a very exhilarating supply of champagne and cigars; and, under the intense fatigues incident to the office of Corporation Counsel, we have not the heart to veto any little stimulants that may be needed by "classic and eloquent" barristers for their "stomach's sake and their other infirmities." But it would be agreeable to a sympathizing public to be trustworthily assured (a simple statement, not under oath, will cover the point) that the learned Counsel of the City have not been compelled to rob their private treasuries of money needed

for public use, in the purchase of cigars that are smoked *ex-officio*, and champagne that is drunk by the learned counsel in his municipal capacity, as the legal adviser of the Corporation, and not in his individual and private relations as the Hon. Richard O'Gorman. We have always favored "internal improvements" as a public policy, and we would be the last to charge that a judicious internal application of these creature comforts at the expense of the city, whose economical government, we know, is ever uppermost in Mr. O'Gorman's breast, could be stigmatized as *Gorman-dizing*.

In one instance, Mr. O'Gorman seems to have retained a law-firm to defend the city, who, in other cases, were engaged in recovering heavy judgments against the city; but it is to be hoped—and by those who confide in Mr. O'Gorman as a reformer, it is to be trusted—that the several suits were kept distinct, and that the compensation they received for defending the city did not go to pay the expenses they incurred in prosecuting it. Notwithstanding Mr. O'Gorman's arduous defence of the city, judgments amounting to \$474,589.78 have been obtained against the city during his term. Of these, the Citizens' Association attempts to show that about \$200,000 of judgments were obtained in defiance of law, and should have been reversed on appeal, but that Mr. O'Gorman advised that they be paid in full! The fact that Mr. O'Gorman certified a bill in his own favor for \$10,000, extra services rendered by himself in arguing the case of the Taxation of Bank Stockholders, at Washington, is also demurred to by the Citizens' Association. They seem to think that, though Mr. O'Gorman's predecessors might "certify" bills for extra services in their own favor, it is slightly irregular for Mr. O'Gorman, as a reform candidate, to do so.

Various other charges of expensiveness are made against

the "classic and eloquent" O'Gorman, which show that the Citizens' Association is seriously intermeddling in matters. We advise Mr. O'Gorman to vindicate his purity as a reform candidate, or the Reformers may nominate a cheaper man next time. The integrity of a candidate of the Citizens' Association should be, like Cæsar's wife, above suspicion.

AVERY ARCHITECTURAL AND FINE ARTS LIBRARY

GIFT OF SEYMOUR B. DURST OLD YORK LIBRARY

Ex Libris

SEYMOUR DURST

t' Fort nieuw Amsterdam op de Manhatans



FORT NEW AMSTERDAM



(NEW YORK), 1651.

When you leave, please leave this book
Because it has been said
"Ever'thing comes t' him who waits
Except a loaned book."

04611728
BOX 30